

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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BANCO POPULAR DOMINICANO, C. PORA.,

Docket: 07 Civ. 6443
(LTS) (THK)

Plaintiff and
Counter-Claim Defendant,

-against-

LEVI STRAUSS & Co.,

**AMENDED ANSWER TO
THIRD PARTY COMPLAINT
WITH CROSS-CLAIM
AND COUNTERCLAIM**

Defendant and
Third-Party Plaintiff,

-against-

INTERAMERICANA APPAREL COMPANY, Inc.;
INTERAMERICANA PRODUCTS INTERNATIONAL,
S.A.; QST DOMINICANA LLC; US PAPER & CHEMICAL;
APPAREL MACHINERY & SUPPLY CO.; YKK SNAP
FASTENERS AMERICA, INC.; SOUTHERN TEXTILE
DOMINICANA INC., INDUSTRIA CARTONERA
DOMINICANA, S.A. SMURFIT); THE GRAPHIC
LABEL GROUP DOMINICANA, INC.; AND TAG-IT
PACIFIC, INC.,

Third-Party Defendants.

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Third-Party Defendant PRECISION CUSTOM COATINGS, LLC, appearing for and on
behalf of, and as the assignee of SOUTHERN TEXTILE DOMINICANA, INC.
(“PRECISION”), by and through its attorneys, Salon Marrow Dyckman Newman & Broudy,
LLP, answers the Third-Party Complaint, as follows:

1. Denies any knowledge or information sufficient to form a belief as to the truth of
the allegations contained in Paragraph “1” of the Third-Party Complaint.

2. Denies the allegations contained in Paragraph “2” of the Third-Party Complaint, except to admit that INTERAMERICANA APPAREL COMPANY, INC. is a corporation organized and existing under the laws of the Dominican Republic.

3. Denies the allegations contained in Paragraph “3” of the Third-Party Complaint, except to admit that INTERAMERICANA PRODUCTS INTERNATIONAL, S.A. is a corporation organized and existing under the laws of the Dominican Republic.

4. Denies any knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph “4” of the Third-Party Complaint.

5. Denies any knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph “5” of the Third-Party Complaint.

6. Denies any knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph “6” of the Third-Party Complaint.

7. Denies any knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph “7” of the Third-Party Complaint.

8. Denies the allegations contained in Paragraph “8” of the Third-Party Complaint, except to admit that SOUTHERN TEXTILE DOMINICANA, INC. (“Southern”) is a corporation organized and existing under the laws of the Dominican Republic.

9. Denies any knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph “9” of the Third-Party Complaint

10. Denies any knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph “10” of the Third-Party Complaint.

11. Denies any knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph “11” of the Third-Party Complaint.

12. Third-Party Defendant PRECISION neither admits, nor denies the allegations contained in Paragraph “12” of the Complaint, as they contain a legal conclusion, but instead refers all questions of law to the Court at the trial of this action.

13. Denies the allegations contained in Paragraph “13” of the Third-Party Complaint.

14. Third-Party Defendant PRECISION neither admits, nor denies the allegations contained in Paragraph “14” of the Complaint, as they contain a legal conclusion, but instead refers all questions of law to the Court at the trial of this action.

15. Denies any knowledge or information sufficient to form a belief as to the specific amount Third-Party Plaintiff claims it owes Interamericana in Paragraph “15” of the Third-Party Complaint, but admits that Third-Party Plaintiff owed Interamericana at least \$2,325,132.27.

16. Denies any knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph “16” of the Third-Party Complaint.

17. Denies each and every allegation contained in Paragraph “17” of the Third-Party Complaint, except to admit that Southern commenced a proceeding in the Dominican Republic against INTERAMERICANA to recover money that INTERAMERICANA owed and still owes and obtained an award and payment embargo – which it served upon Third-Party Plaintiff.

18. Third-Party Defendant PRECISION neither admits, nor denies the allegations contained in Paragraph “18” of the Complaint, as they contain a legal conclusion, but instead refers all questions of law to the Court at the trial of this action.

19. Denies any knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph “19” of the Third-Party Complaint.

20. Denies each and every allegation contained in Paragraph “20” of the Third-Party Complaint, except to admit that an action was commenced in this District.

21. Denies any knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph "21" of the Third-Party Complaint.

22. Denies any knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph "22" of the Third-Party Complaint.

23. Denies any knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph "23" of the Third-Party Complaint.

24. Denies any knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph "24" of the Third-Party Complaint.

**THIRD-PARTY DEFENDANT PRECISION, AS AND FOR A CROSS-CLAIM
AGAINST THIRD-PARTY CO-DEFENDANTS AND PLAINTIFF, AND A
COUNTERCLAIM AGAINST THRD-PARTY PLAINTIFF, ALLEGES AS FOLLOWS:**

25. PRECISION and Southern entered into a series of sales agreements – whereby they sold goods to Interamericana.

26. Pursuant to said agreements, PRECISION and Southern shipped goods to Interamericana.

27. The goods were received by Interamericana, and Interamericana never objected to the goods.

28. PRECISION and Southern invoiced Interamericana for their respective goods that they shipped to and which were received by Interamericana.

29. The total amount due PRECISION and Southern from Interamericana is \$66,300.66.

30. Southern, on behalf of Southern, and PRECISION commenced a proceeding in the Dominican Republic – which resulted in an award against INTERAMICANA and an “embargo” in the amount of \$66,300.61.

31. The embargo created a lien on the monies that Third-Party Plaintiff owes to Interamericana and has deposited into this Court.

32. The lien created by the embargo is superior and first in priority to all other claims and alleged liens held by Third-Party Co-Defendants and Plaintiff.

32. Interamericana has failed to satisfy the award.

32. Despite service of the embargo upon Third-Party Plaintiff, it has failed to satisfy the award, or pay the monies due and owing under the award and embargo that Southern obtained.

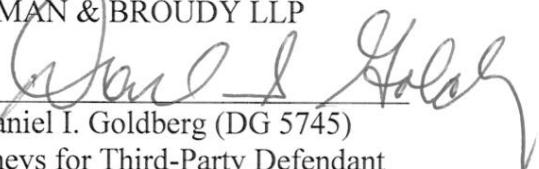
33. Southern has assigned all of its rights in the award and embargo to PRECISION.

34. PRECISION has an absolute right to be paid the award and obtain a satisfaction of the lien in the amount of \$66,300.61 out of the monies that Third-Party Plaintiff has and/or will in the future deposit into Court.

35. PRECISION has incurred attorney’s fees and costs in its efforts to recover the monies it is owed.

WHEREFORE, Third-Party Defendant PRECISION, appearing for and on behalf of, and as the assignee of SOUTHERN TEXTILE DOMINICANA, INC., demands judgment in its favor on the Third-Party Complaint, and further based upon the award against Interamericana and embargo, prays for a Judgment declaring that PRECISION has a first priority lien on Third-Party Plaintiff's accounts payable to Interamericana, specifically including the monies that Third-Party Plaintiff deposits into Court to secure the payment of such accounts payable, and ordering that Precision's claim of \$66,301.66 be satisfied by and through the monies Third-Party Plaintiff deposits into the Court, together with such other and further relief as the Court deems just and reasonable.

DATED: New York, New York
December 21, 2007

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